

PROFESSIONAL SERVICES FOR MOVING AND WAREHOUSING SERVICES

FOR

SHARED SERVICES CANADA

REQUEST FOR PROPOSAL (RFP)

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TITLE

Bid solicitation R0000086759 issued for the provision of Moving and Warehousing Services.

PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: Pricing Schedule, Technical and Financial Criteria and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Task Authorization Form, Accessibility information and Sample of TA form.

1.2 Summary

1.2.1 Shared Services Canada is seeking to establish one (1) contract on an “as and when requested” basis. The contract will be issued from contract award ending three (3) years later with, two (2), one (1) year Option Periods.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-United States-Mexico Agreement (CUSMA) and the Canadian Free Trade Agreement (CFTA).

1.2.3 The resulting contracts will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). All requirements for delivery within CLCA are to be processed individually.

1.2.4 The following Categories are required on an “as and when requested” basis in accordance with Annex “B”:

No.	Category of Resource
1	Crew Supervisor
2	Workstation installer
3	Library installer
4	Move technician
5	Cube van including driver, acting as a move technician
6	Truck with minimum Gross Vehicle registered 6,800 kgs with or without hydraulic lift, including driver, acting as moving technician.
7	Tractor trailer, with driver, acting as moving technician
8	Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).
9	Cardboard Boxes (2.2 cu ft capacity, including labels and tape)
10	Plastic Bin (minimum dimensions 25” x 16” x 12” / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.

The following is historical data on warehousing use.

Month	Warehouse cubic feet used	Month	Warehouse cubic feet used	Month	Warehouse cubic feet used
Jan-2018	2224	Jan-2019	46868	Jan-2020	34473
Feb-2018	5920	Feb-2019	45092	Feb-2020	72646
Mar-2018	28241	Mar-2019	46238	Mar-2020	132993
Apr-2018	28221	Apr-2019	56882	Apr-2020	148898
May-2018	25084	May-2019	23018	May-2020	143507
Jun-2018	11644	Jun-2019	14306	Jun-2020	143497
Jul-2018	4524	Jul-2019	15901	Jul-2020	120566
Aug-2018	3734	Aug-2019	6177	Aug-2020	123776
Sept-2018	22598	Sept-2019	10209	Sept-2020	151979
Oct-2018	22668	Oct-2019	17457	Oct-2020	88979
Nov-2018	30672	Nov-2019	19185	Nov-2020	78495
Dec-2018	34324	Dec-2019	21865	Dec-2020	104975

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Volumetric Data

The inclusion of volumetric data in this document is for reference purposes only and does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1.5 Conflict of Interest – Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Sub-sections 04 and 05 of Section 01, Code of Conduct and Certifications - Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements incorporated by referenced above are hereby deleted in their entirety and replaced with the following:

Canada may, at any time, request that a Bidder provides a properly completed and signed Consent to a Criminal Record Verification Form and related documentation for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (180) calendar days

Additional SACC Manual Clauses

C3011T (2013-11-06) Exchange Rate Fluctuation

2.2 Submission of Bids

Bids may only be submitted by email to: Julie.Dessureault@canada.ca by the date and time indicated on the cover page of this solicitation.

Due to the nature of this bid solicitation, bids transmitted by facsimile to SSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, [the Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;

- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 Basis for Canada's Ownership of Intellectual Property

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

K3002C (2008-05-12) Contractor to own IP: No Explicit License Rights for Canada

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders must email their submission directly to: Julie.Dessureault@canada.ca

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications not included in the Technical Bid (1 soft copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule Payment provided in Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Rates By Time Period:** For any given Category, where the financial tables provided by Canada allow different firm rates to be charged for a category during different time periods:
 - i. the rate bid must not increase by more than 5% from one time period to the next, and

- ii. the rate bid for the same Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- e. **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 15% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- A. an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- B. in relation to the invoice in (A), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation); and
- C. the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (A.), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

- f. Bidders must submit their (price(s) and/or rate(s)), FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
The following applies: C3011T (2013-11-06) Exchange Rate Fluctuation

- g.** When preparing their financial bid, bidders should review the basis of payment in Annex B and Financial Evaluation in Part 4.
- h.** Bidders should include the following information in their financial bid:
 - 1. Their legal name;
 - 2. Their Procurement Business Number (PBN); and
 - 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. their bid; and
 - b. any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

1.0 The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below, its quoted all inclusive fixed rate (in Can \$) for each of the categories identified.

2.0 The prices and rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in Part 7 of the bid solicitation.

3.0 The prices and rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be performed inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws.justice.gc.ca/eng/acts/N-4/), available on the Justice Website (<http://laws.justice.gc.ca/eng/acts/N-4/>).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

	QUOTED FIRM ALL INCLUSIVE RATES (in Cdn \$)	QUOTED FIRM ALL INCLUSIVE RATES (in Cdn \$	QUOTED FIRM ALL INCLUSIVE RATES (in Cdn \$)	AVERAGED FIRM ALL INCLUSIVE RATES (in Cdn \$)
	Initial Contract Period	Option Period 1	Option Period 2	(D)= (A+B+C)/3
	(A)	(B)	(C)	
Crew Supervisor	\$__per hour	\$__per hour	\$__per hour	D1
Workstation installer	\$__per hour	\$__per hour	\$__per hour	D2
Library installer	\$__per hour	\$__per hour	\$__per hour	D3
Move technician	\$__per hour	\$__per hour	\$__per hour	D4
Cube van including driver, acting as a move technician	\$__per hour	\$__per hour	\$__per hour	D5
Truck with minimum Gross Vehicle registered 6,800 kgs with or without hydraulic lift, including driver, acting as moving technician.	\$__per hour	\$__per hour	\$__per hour	D6

Tractor trailer, with driver, acting as moving technician	\$___per hour	\$___per hour	\$___per hour	D7
Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$_____per cubic foot, per day	\$_____per cubic foot, per day	\$_____per cubic foot, per day	D8
Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$_____per box (including labels and tape)	\$_____per box (including labels and tape)	\$_____per box (including labels and tape)	D9
Plastic Bin (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	\$_____per bin, per week (including labels and ties)	\$_____per bin, per week (including labels and ties)	\$_____per bin, per week (including labels and ties)	D10
Plastic Bin (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	\$_____per bin to keep bin	\$_____per bin to keep bin	\$_____per bin to keep bin	D11

BID EVALUATED PRICE= D1+D2+D3+D4+D5+D6+D7+D8+D9+D10+D11

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PSPC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
- Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria

(a) Refer to Attachment 1 to Part 4. Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

4.3.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero. Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Bids which fail to obtain the total required minimum number of points specified for each separate rated criteria, will be declared non-responsive. Bids that do not obtain the overall required pass mark of 70% for the point-rated technical criteria specified in this bid solicitation will be considered non-responsive and be disqualified. Each point-rated technical criterion should be addressed separately.

4.3.3 Reference Checks: Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated nor a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated nor a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm’s length with the Bidder. Crown references will be accepted.

4.3.4 Number of Resources Evaluated: After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to satisfy the specific requirement based on the TA Form’s Statement of Work.

4.3.5 Technically Responsive Bid: A technically responsive bid is one that complies with the mandatory requirements of this bid solicitation, meets all mandatory evaluation criteria and obtains the required pass mark

4.3.6 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3

4.4 Basis of Selection

4.4.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.4.2 Bids not meeting 4.4.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

4.4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.4.6 The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

4.4.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Score (OS)		190/200	180/200	170/200
Bid Evaluated Price (*)		\$500.00	\$475.00	\$450.00 (*)
Calculations	Technical Merit Score (TMS)	$190/200 \times 70 = 66.50$	$180/200 \times 70 = 63$	$170/200 \times 70 = 59.50$
		$450/500 \times 30 = 27$	$450/475 \times 30 = 28.42$	$450/450 \times 30 = 30$
Combined Rating (CR)		93.50	91.42	89.50
Overall Rating		1 st	2 nd	3 rd

**ATTACHMENT 1 to PART 4
TECHNICAL CRITERIA**

Mandatory Technical Criteria (MT)

The Bids must meet all the mandatory technical criteria indicated below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet all the mandatory technical criteria will be declared non-responsive. Each technical criterion should be addressed separately.

Attention Bidders: Indicate beside each of the criteria the relevant page number(s) of your Technical Proposal which addresses the requirements identified in the Criteria.

*** "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.**

Mandatory Criteria	Page #	Yes	No
<p>M1) Bidder's Warehouse Facility</p> <p>Bidder MUST have a secure, climate controlled, warehouse facility or facilities equipped with security systems such as, closed circuit TV, alarm system, monitored 24hrs/day, that can accommodate 100,000 cubic feet of actual space within a 30 km radius of SSC Headquarters located at 99 Metcalfe, Ottawa (Ontario).</p> <p>The Bidder must provide a detailed description outlining how they meet the above by providing a list of location(s) including complete address as well as cubic feet available at location(s) proposed for this requirement. The location(s) holding the dedicated 50,000 cubic feet of warehouse space is to be identified.</p>			
<p>M2) Minimum Vehicle Requirement</p> <p>Bidder MUST:</p> <ol style="list-style-type: none"> 1) have a fleet of two (2) trucks with the following specifications: <ul style="list-style-type: none"> • Have a hydraulic tail gate • Have a minimum Gross Vehicle Weight Registered (GVWR) 6,800 kgs (five (5) ton), • Be a closed-in box type • Have 25 clean furniture pads; 2) have a fleet of four (4) additional trucks with the following specifications: <ul style="list-style-type: none"> • With or without a hydraulic tail gate • Have a minimum GVWR 6,800 kgs (five (5) ton) • Be a closed-in box type. <p><u>The Bidder must provide copies of all vehicle registrations, in their proposal.</u></p>			

Mandatory Criteria	Page #	Yes	No
<p>M3) Bidder Experience - General</p> <p>Bidder MUST demonstrate experience in dismantling, relocating and installing workstation systems and providing services for relocating office equipment and furniture systems by providing a list of five (5) projects completed within the last twenty-four (24) months from date of bid closing.</p> <p>Each project MUST involve the dismantling, relocation and installation of fifteen (15) or more workstations, office equipment and/or furniture systems.</p> <p>The following information must be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 			

Mandatory Criteria	Page #	Yes	No
<p>M4) Bidder Experience – Furniture Systems</p> <p>Bidder MUST demonstrate experience in dismantling and installing Haworth furniture system by providing two (2) past projects completed within the last twenty-four (24) months from date of bid closing.</p> <p>Each project MUST involve the dismantling and installation of forty (40) or more workstations.</p> <p>The following information must be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder’s experience). 			
Mandatory Criteria	Page #	Yes	No
<p>M5) Crew Supervisor Experience (2 resources required)</p> <p>Each resources MUST:</p> <ol style="list-style-type: none"> 1) have experience in the dismantling, packing, relocation and assembly of sequential library/registry systems and storage/system units; and 2) have experience in the dismantling and installation of powered screens or integrated workstations; and 3) be capable of communicating in English and in French. <p>Experience MUST be demonstrated by providing a list of five (5) projects completed within the last twenty-four (24) months from date of bid closing</p> <p>For a project to qualify, it MUST involve each of the following:</p> <ul style="list-style-type: none"> • the reading of system furniture or office furniture or screen plans or floor plans or other furniture layouts; • coordinating the sequence of a move or several moves; and • the dismantling, packing and assembly a total of fifteen (15) or more 			

Mandatory Criteria	Page #	Yes	No
<p>storage/system units or powered screens/integrated workstations.</p> <p>The following information must be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience) 			
<p>M6) Moving Technician Experience (18 resources required)</p> <p>Each Moving Technician MUST have experience in the relocation of office furniture, office equipment, filing cabinets, records and similar effects.</p> <p>Experience MUST be demonstrated by providing one (1) project involving the relocation of thirty (30) or more workstations, office equipment and furniture and be completed within the last twenty-four (24) months from date of bid closing.</p> <p>The following information must be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 			
<p>M7) Workstation Installer Experience (12 resources required)</p> <p>Each Workstation Installer MUST have experience in the dismantling and installation of powered screens and integrated workstations.</p> <p>Experience MUST be demonstrated by providing one (1) project completed within the last twenty-four (24) months from date of bid closing.</p> <p>For a project to qualify, it MUST involve the dismantling and installation of fifteen (15) or more powered integrated workstations.</p> <p>The following information should be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 			

Mandatory Criteria	Page #	Yes	No
<p>M8) Library Installer Experience (6 resources required)</p> <p>Each Library Installer MUST have experience in the dismantling, packing, relocation and assembly of sequential library, registry systems or storage system.</p> <p>Experience MUST be demonstrated by providing one (1) project completed within the last twenty-four (24) months from date of bid closing.</p> <p>For a project to qualify, it MUST involve the dismantling, packing, relocation and assembly of ten (10) or more bays of shelving.</p> <p>The following information should be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 			
<p>M9) Security Requirements</p> <p>The Bidder MUST hold a valid Designated Organization Screening (DOS) at the level of PROTECTED B issued by the Canadian Industrial Security Division (CISD), Public Works and Government Services Canada at time of bid closing.</p> <ul style="list-style-type: none"> • The Bidder's proposed personnel requiring access to PROTECTED information, assets or work site(s) MUST each hold a valid STATUS granted and approved by a Departmental Security Office or the Canadian Industrial Security Division (CISD), Public Works and Government Services Canada at bid solicitation closing date. 			

1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Point-Rated Criteria	Page #	Max points	Bidder Score
<p>RT1) Vehicle Requirements</p> <p>For each additional vehicle (not included in M2), 5 points will be allocated per vehicle as follow, up to a maximum of twenty five (25) points:</p> <ul style="list-style-type: none">1) up to two (2) additional trucks with a GVWR of 6,800 kgs2) additional vehicles (other than trucks with a GVWR of 6,800kgs), including but not limited to smaller delivery type vehicles (i.e. tractor trailer, cube vans, etc.). Passenger or personal vehicles will not qualify. <p>The Bidder MUST provide copies of all vehicle registrations in its proposal to order to be awarded points.</p>	_____	25	_____

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT2) Bidder Experience – General</p> <p>The Bidder is to provide up to 5 additional projects, other than those indicated in M3, relevant in size, nature and complexity to this RFP completed within the last twenty-four (24) months from bid closing</p> <p>The same project qualifier(s) as per M3 will be used to qualify each project. <u>Each additional project submitted</u> will receive up to six (6) points as indicated below.</p> <p>For a project to receive maximum points, it MUST involve the</p> <ul style="list-style-type: none"> - dismantling; (2 points) - relocation; and (2 points) - installation of fifteen (15) or more workstations, office equipment or furniture systems. (2 points) <p>The following information is to be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 	<p>_____</p>	<p>30</p>	<p>_____</p>

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT3) Bidder Experience – Furniture Systems</p> <p>Points will be given to Bidders that demonstrate additional experience from M4 in dismantling, relocating and installing additional furniture systems such as but not limited to <i>Teknion, Precision, Artmet, Steelcase, Global, Corcan, Nightingale, Trendway, Herman Miller</i> or <i>Knoll</i>. Up to (10) points will be allocated as follows:</p> <ul style="list-style-type: none"> • 1 additional furniture system = 2 points; • 2 additional furniture systems = 4 points; • 3 additional furniture systems = 7 points; and • 4 additional furniture systems or more = 10 points. <p>Experience is to be demonstrated by providing one (1) project completed within the last twenty-four (24) months prior to date of bid closing involving the dismantling and installation of forty (40) or more workstations of the above furniture systems.</p> <p>The following information is to be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience). 	_____	10	_____
Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT4) Bidder Experience – Library Systems Installations</p> <p>2 points will be allocated per project involving the sequential library or registry dismantling, packing, relocation and assembly of ten (10) or more storage/system units. Up to a maximum of ten (10) points</p> <p>Experience is to be demonstrated by providing a list of projects other than those provided in M8 completed within the last twenty-four (24) months prior to date of bid closing.</p> <p>The following information is to be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience) 	_____	10	_____

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT5) Bidder Experience – Managing Multiple Large Moves</p> <p>4 points will be allocated per project in which the Bidder simultaneously managed multiple large moves involving the dismantling, relocation and installation of office equipment, furniture of fifteen (15) or more workstation system units in various buildings Up to a maximum of 20 points</p> <p>Experience is to be demonstrated by providing a list of projects completed within the last twenty-four (24) months prior to bid closing.</p> <p>The following information is to be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder’s experience) <p>Definitions:</p> <p>Simultaneous is defined as “at the same time”.</p> <p>Multiple is defined as “two (2) or more moves or workstation systems dismantling/installation”.</p> <p>Large is defined as “moves involving 100 or more federal employees or the dismantling or installation of 60 workstation systems in the last 24 months.”</p> <p>Project is defined as “involving two (2) or more workstation systems installation or modification in a workstation without moving everything from that workstation”.</p>	<p>_____</p>	<p>20</p>	<p>_____</p>

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT6) Crew Supervisor – General Experience</p> <p>5 points will be allocated for each additional project, other than those submitted in M5 for the Crew Supervisors. Experience is to be demonstrated by providing a list of projects completed within the last twenty-four (24) months prior to date of bid closing.</p> <p>The same project qualifier(s) as per M5 will be used to qualify each project.</p> <p>The following information is to be provided for each project:</p> <ul style="list-style-type: none"> • project title • project duration • project description • project reference (i.e. name and telephone number of a reference who can be contacted to confirm the Bidder's experience) <p>Each crew supervisor (up to two (2)) will be evaluated separately up to twenty-five (25) points per crew supervisor.</p>	_____	50	_____

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT7) Bidder's Quality Assurance Plan</p> <p>The Bidder is to:</p> <ul style="list-style-type: none"> • outline its quality assurance plan to demonstrate how it will ensure SSC receives quality service; and • demonstrate how it intends to ensure and control the quality of service provided by its personnel. <p>The Bidder's response should:</p> <ol style="list-style-type: none"> 1. describe its training practices; 2. describe its hiring practices; 3. outline its approach for general movers/installers; and 4. outline its vehicle replacement plan (i.e. leasing in case a vehicle becomes inoperable during a job <p>Up to fifteen (15) points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 out of 4 assessment criteria are explained in detail and are sound = 15 points • 3 out of 4 assessment criteria are explained in detail and are sound = 8 points; • 2 out of 4 assessment criteria are explained in detail and are sound = 3 points; and • less than 2 out of 4 assessment criteria explained or the details provided are either unclear or not sound = 0 points. 	<p>_____</p>	<p>15</p>	<p>_____</p>

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT8) Bidder's Client Complaint Approach</p> <p>The Bidder is to detail its approach with respect to dealing with and processing a client's complaint by addressing:</p> <ol style="list-style-type: none"> 1. process to initiate action to resolve the problem; 2. communication device(s) used to resolve the problem; 3. person (position title) assigned to investigate the complaint; 4. feedback to client (how, when, what, etc.); and 5. approach to ensure problem does not re-occur. <p>Up to ten (10) points will be allocated as follows:</p> <ul style="list-style-type: none"> • 5 out of 5 assessment criteria are explained in detail and are sound = 10 points; • 4 out of 5 assessment criteria are explained in detail and are sound = 5 points; • 3 out of 5 assessment criteria are explained in detail and are sound = 3 points and; • less than 3 out of 5 assessment criteria are explained or the details provided are either unclear or not sound = 0 points. 	_____	10	_____

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT9) Warehousing – Bidder’s Approach to Monitoring, Reporting and Retrieving Inventory</p> <p>The Bidder’s approach to monitoring, reporting and retrieving inventory of office equipment and furniture will be assessed.</p> <p>Up to fifteen (15) points will be allocated as follows:</p> <ul style="list-style-type: none"> • The Bidder provided a diagram mapping out how it will use an automated system of monitoring, reporting and retrieving the inventory of office equipment and furniture from storage = 15 points; • the Bidder provided a diagram mapping out how it will use a manual system of monitoring, reporting and retrieving the inventory of office equipment and furniture from storage = 5 points; and • the Bidder did not provide a diagram mapping out how it will use any system, or the Bidder does not have any system of monitoring, reporting and retrieving the inventory of office equipment and furniture from storage = 0 points. <p>Definitions:</p> <p>Automated is defined as “the technique, method, or system of operating or controlling a process by highly automatic means, as by electronic devices, reducing human intervention to a minimum.” i.e. Using computers, specific inventory software programs, printers, etc.</p> <p>Manual is defined as “done, operated, worked, etc., by the hand or hands rather than by an electrical or electronic device.” i.e. inputting data by hand into general inventory ledgers, etc.</p>	<p>_____</p>	<p>15</p>	<p>_____</p>

Point-Rated Criteria	Page #	Max points	Score (Points)
<p>RT10) Bidder's Warehouse Facility</p> <p>The list provided in M1 will be used to rate the dedicated 50,000 cubic feet. Bidder is proposing warehouse space:</p> <ul style="list-style-type: none"> • in one location that will include both the dedicated 50,000 cubic feet as well as the additional 100,000 cubic feet.= 10 points; • in one location = 8 points; • in two locations = 5 points; • in three locations = 4 points; • in four locations = 2 points; and • in more than four locations = 0 points. 	_____	10	_____
<p>RT11) Bidder's Additional Warehouse Facility</p> <p>The list provided in M1 will be used to rate the additional 100,000 cubic feet. Bidder is proposing warehouse space:</p> <ul style="list-style-type: none"> • in one location that will include both the dedicated 50,000 cubic feet as well as the additional 100,000 cubic feet = 10 points; • in one location = 8 points; • in two locations = 5 points; • in three locations = 4 points; • in four locations = 2 points; and • in more than four locations = 0 points. 	_____	10	_____

Minimum Required Technical Score (PASS MARK): 143.5/205 (70%)			
Maximum Technical Score: 205/205			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications and Additional Information Required with the Bid

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Integrity Provisions of the Standard Instructions](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

5.2.2 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award .

ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html). Date: _____ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form [Agreement to Implement Employment Equity \(LAB1168\)](#), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or

- B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date: _____

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

- a. _____ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract period, and those other organizations for whom SSC’s services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client**: The Contractor’s obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location

7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

7.2 TASK AUTHORIZATION (“TA”)

- a. **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk
- c. **Form and Content of Task Authorization** :
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 3 to Annex A.
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the type of training and the number of courses required;
 - E. the start and completion dates;
 - F. whether the work requires on-site activities and the location;

- G. the language profile of the resources required;
 - H. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - I. any other constraints that might affect the completion of the task.
- d. **Contractor's Response to Draft Task Authorization:** The Contractor must respond within two (2) working days indicating they can meet the task, and provide the Technical Authority within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

e. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

- I. To be validly issued, a TA must be signed by the Contracting Authority.
- II. Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

f. **Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the total estimated cost specified in the TA (applicable taxes extra);
 - D. the total amount (applicable taxes extra) expended to date;
 - E. the start and completion date; and
 - F. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)

- A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- g. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.
- h. Minimum Work Guarantee
In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and "**Minimum Contract Value**" means 1% of the Maximum Contract Value on the date the contract is first issued.
- i. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
 - ii. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
 - iii. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract for default.
 - iv. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or for convenience within ten business days of Contract award.

j. Refusal of Task Authorizations:

The Contractor is not required to submit a quotation in response to every TA Form issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA Form issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories identified in the TA Form at pricing not exceeding the rates of Annex B.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract

Supplemental General Conditions

4010 (2012-07-16) Services - Higher Complexity, apply to and form part of the Contract.
C3011T (2013-11-06) Exchange Rate Fluctuation

7.3.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.3.4 Security Requirement:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. P2P-86759

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex ____;
 - (b) *Contract Security Manual* (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award ending three (3) years later.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Dessureault
Title: Procurement Officer

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

(Fill in at time of contract award)

Name:
Title:
Organization:
Address:
Telephone: ___- ___- ___
Facsimile: ___- ___- ___
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

(Fill in at time of contract award.)

Name:
Title:
Organization:
Address:
Telephone: ___- ___- ___
Facsimile: ___- ___- ___
E-mail address:

7.6 PAYMENT

7.6.1 Basis of Payment

The Basis of Payment for each task will be identified at the time of TA issuance.

7.6.2 Authorized TA

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.6.5 Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.6.6 Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

7.6.7 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.7 INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.
- (b) For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- (c) If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

- (d) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (e) The Contractor must provide a digital copy of the invoice as an attachment through P2P.

7.8 CERTIFICATION AND ADDITIONAL INFORMATION

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

7.10 PRIORITY DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (c) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D - ICT Accessibility Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated _____.

7.11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-15) Foreign Nationals (Foreign Contractor)

7.12 INSURANCE REQUIREMENTS

- (a) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 COMMERCIAL GENERAL LIABILITY INSURANCE

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
 - i. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - ii. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - iii. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - iv. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - v. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - vi. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - ix. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - x. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - xi. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - xii. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - xiii. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

7.14 ERRORS AND OMISSIONS LIABILITY INSURANCE

- (a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

(b) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(c) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.15 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability :

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

(c) Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.16 Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - (c) Loss Payee: Canada as its interest may appear or it may direct.
 - (d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

7.17 All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. The Government Property must be insured on Replacement Cost (new).
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

7.18 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.19 JOINT VENTURE (if applicable)

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
 1. _____
 2. _____
 3. _____
 4. _____
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.20 PROFESSIONAL SERVICES – GENERAL

- (a) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment

7.21 SAFEGUARDING ELECTRONIC MEDIA

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.22 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.23 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to

the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.24 MATERIALS AND TOOLS

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority

7.25. PROTECTION AND SECURITY OF DATA STORED IN DATABASES

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
 - a. equivalent protections are given to personal information as in Canada under legislation such as the [Privacy Act](#), R.S. 1985, c.P-21, and the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
 - b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
2. In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
3. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
4. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
5. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
6. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
7. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

ANNEX A, STATEMENT OF WORK

Background

With over 7300 employees in the National Capital Region spread out in 35 different locations, the Department of Shared Services Canada (SSC), over the past several years, has had almost daily scheduled and unscheduled moves and the dismantling and installation of office equipment that could range from one office to a hundred or more. It is possible that these numbers could increase or decrease as business need arise. Since January 2018, SSC has had between 2224 and 151979 cubic feet of office equipment and furniture warehoused that was moving in and out regularly on very short notices.

The following is historical data on warehousing use.

Month	Warehouse cubic feet used	Month	Warehouse cubic feet used	Month	Warehouse cubic feet used
Jan-2018	2224	Jan-2019	46868	Jan-2020	34473
Feb-2018	5920	Feb-2019	45092	Feb-2020	72646
Mar-2018	28241	Mar-2019	46238	Mar-2020	132993
Apr-2018	28221	Apr-2019	56882	Apr-2020	148898
May-2018	25084	May-2019	23018	May-2020	143507
Jun-2018	11644	Jun-2019	14306	Jun-2020	143497
Jul-2018	4524	Jul-2019	15901	Jul-2020	120566
Aug-2018	3734	Aug-2019	6177	Aug-2020	123776
Sept-2018	22598	Sept-2019	10209	Sept-2020	151979
Oct-2018	22668	Oct-2019	17457	Oct-2020	88979
Nov-2018	30672	Nov-2019	19185	Nov-2020	78495
Dec-2018	34324	Dec-2019	21865	Dec-2020	104975

Objective

The objective is to acquire services from a single vendor to move, dismantle, and install office equipment and furniture, and related goods/services, for Shared Services Canada on an "as and when requested" basis and to obtain dedicated warehouse space in the National Capital Region (NCR).

Scope of Work - Tasks

The Contractor must carry out, to the satisfaction of the Client Authority, on an "as and when requested" basis, the following tasks:

Moving, Dismantling and Installation Services

Such services include, but shall not be limited to:

- a) dismantling and installation of mostly Haworth workstations, but could also include other types of workstations such as but not limited to Corcan, Teknion, Steelcase, Global;
- b) moving of office furniture, office equipment, filing cabinets, records and similar effects, etc.;

- c) packing, crating, loading, unloading, unpacking, uncrating, assembling and cleaning up at the end of each move;
- d) transportation by hand or by truck of workstation systems, office equipment, filing cabinets, records, etc., from one location to another destination within the National Capital Region (NCR).

The Contractor is expected to carry out three (3) large projects in three (3) different locations at the same time, requiring at least 20 installers and 10 movers, in addition to dismantling and installing as many as 100 workstations over a weekend period in each location.

When requested by the client in each work order, the Contractor will prepare a furniture and effects list, and identify any items found to be damaged or scratched prior to the move. The damage is to be verified by the Client Authority, prior to the item being moved.

The Contractor is responsible for delivering all products in a “clean ready to be installed” and/or” utilized” state.

After contract award, the Contractor is responsible to familiarize himself with the locations in which this work is likely to occur, in order to assess the docking, loading and unloading facilities, and to become familiar with the various freight handling systems.

All work performed under the terms and conditions of any resulting work order will be subject to inspection and acceptance by the Project Authority.

Warehousing Services

Warehousing services consist of providing storage as described herein in the NCR. Warehouse space can consist of a single or multiple location(s) but all must be located within a 30 km radius of SSC Headquarters located at 99 Metcalfe, Ottawa (Ontario). Goods **MUST** be stored in a secure, climate controlled storage space and readily accessible at all times to meet turnaround time detailed herein. A reserved, dedicated area within the warehouse **MUST** be set-aside specifically for this requirement and be capable of warehousing 50,000 cubic feet of actual goods. In addition to the warehouse space required, the warehouse **MUST** be capable of housing an additional 100,000 cubic feet of material at any time on an “as and when requested” basis.

An estimated 80,000 cubic feet of office equipment and furniture will be moved within a month into the contractor's location upon contract award.

All goods **MUST** be sorted by type, with the same type of goods on a skid, shrink wrapped and warehoused on commercial racking for easy access.

The Project Authority will be granted access to warehouse facilities at all times.

The following services also form part of the warehousing services:

- a) create, provide and maintain a computerized inventory of all equipment and or furniture stored, and spelling out the total amount of cubic feet of actual material warehoused. Information to be kept includes, but is not limited to, quantities, physical location of item and detailed descriptions of items such as but not limited to color and size;
- b) provide all warehouse handling, including loading and unloading from trucks at warehouse dock;
- c) provide a monthly report to Project Authority indicating inventory movement in and out of the warehouse with details on item type, quantity, associated cubic feet and date of movement; and

d) provide additional reports on occasion as requested by the Project Authority.

Timelines

The Contractor will respond to work orders when given a twelve (12) hour notice, but is also expected to respond with a two (2) hour notice for small local moves.

The Contractor will provide warehousing related reports and expenditure reports within twenty-four (24) hours when requested by the Project Authority.

The Contractor will deliver from the warehouse to SSC work site small amounts of goods within a two (2) hour notice and within twenty-four (24) hours for larger orders. The same time frames apply for components returning to the warehouse for storage.

The Contractor will respond to inquiries within four (4) hours.

Contractor's Responsibilities concerning Personnel

Personnel assigned to this work must be fully experienced movers, packers and installers and possess the knowledge and expertise related to the sequential library or registry packing, assembly and dismantling of storage and system units and the installation of powered screens or integrated workstations, including but not limited to: Haworth and Teknion.

Personnel assigned to this work will read, and understand, office furniture screen plans and floor plans and also various furniture layouts.

Personnel must wear protective footwear and clothing, and must use appropriate protective equipment, materials and devices as required in accordance with the Labour Code & Regulations.

All personnel must display the company's name or logo on the outer garment for identification & security purposes and each crew will carry one cellular phone at all times for immediate responses to Project Authority.

The Project Authority reserves the right to refuse services from specific individual(s) based on, but not limited to, performance or behavior. Notification will be given in writing to the Contractor specifying the individual(s) name(s).

The Contractor will provide the same individuals, when requested, if possible, for continuity and security purposes.

Crew supervisor

The Crew supervisor:

- a) will work in both official languages.
- b) will carry a cellular phone at all times.
- c) will manage one or more projects at one time, even at different locations.
- d) will coordinate the sequence of a move or several moves; supervise/direct its personnel and all other resources; be responsible for their on-site conduct and have the authority to request extra movers if requested by the Client Authority.

Hours of Work

The Client Authority will only release work orders Monday to Friday between the following working hours: 8:00 A.M. to 5:00 P.M Eastern Time Zone.

Normal working hours for the Contractor will be Monday to Friday from 7:30 A.M. to the completion of work order.

Work orders could require that work be completed during evenings, weekends and Statutory Holidays.

Equipment and Resources

The Contractor must have the ability to correspond by e-mail.

The Contractor must provide all the resources, tools, lifting equipment, skids, commercial racking, wrapping material, and all supplies necessary to perform all tasks properly, efficiently and safely.

Example of items that could be required, but not limited to:

- 500 - 4 wheel padded dollies;
- 20 screen carts;
- 20 electronic/computer carts;
- 200 plastic library bins with lids;
- 300 disposable cardboard library boxes;
- 50 floor protection sheets (i.e. aspenite or equivalent);
- 50 corner protectors;
- Rolls of shrink wrap;
- Labels;
- Dollies;
- Blankets/furniture pads
- Rolls of tape
- Bubble wrap

Each crew will have ready for usage, the necessary tool kits, consisting of the following, but not limited to:

- Robertson screwdrivers, sizes #6 and #8
- Philips screwdrivers, sizes #5 and #8
- Two sizes of standard (flat head) screwdrivers, sizes #6 and #8
- Long needle nose pliers
- Vice grips
- Side cutters
- Metric and Imperial wrenches (complete sets)
- Rubber and Ball pein hammers
- Cordless drills (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries
- Metric and Imperial Allen keys (complete sets)
- 100-foot measuring tape
- Forklift truck and roller jacks



The Contractor is required to provide up to six (6) trucks, with a minimum Gross Vehicle Weight Registered (GVWR) 6,800 kg. (5-ton), closed-in box type, of which at least two (2) with an hydraulic tail gate, 25 clean furniture pads in each truck and a walk board as required.

The Contractor is required to provide additional vehicles upon request, including smaller delivery type vehicles or specific purpose vehicles i.e., tractor trailer to move heavy or awkward loads, with hydraulic tailgates, on an as-needed basis. The Contractor must ensure that it has readily available, back-up vehicles, in case of breakdown at no additional cost to SSC.

Work Permits, Licensing, and Certificates

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

Replacement of Personnel

If at any time during the contract, resources proposed in the technical are unable to provided services, the Contractor is to provide replacement personnel who are of equal or better ability and attainment.



APPENDIX 1 TO ANNEX A
TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix 2 to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. The vendor should propose one of the pre-qualified Resources that has been identified at the RFP stage. If any additional resources are proposed, the vendor must provide a proposal that clearly identifies that the additional proposal resource meets the mandatory and rated requirements as per the RFP.
3. Once the quotation has been accepted by the Technical Authority, a TA Form will be signed by Canada and provided to the Contractor for electronic signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



**APPENDIX 2 TO ANNEX A
TASK AUTHORIZATION INFORMATION /EXAMPLE
P2P Task Authorization (TA) form will be used to award TA (See example)**

TASK AUTHORIZATION FORM -REQUIRED INFORMATION	
INFORMATION REQUIRED	RESPONSE
Contract number:	
Task authorization number:	
Period of services: (start-end dates)	
Work location:	
Travel requirements: (yes or no)	
Language requirements:	
Other conditions/constraints:	
Level of security clearance required for the contractor' personnel (If applicable)	
Services Required (Fields can be added, as required)	
A)	
Service/Resource category:	
Name of proposed resource(s) (if applicable)	
PSPC security file number(s): (if applicable)	
Rate:	
Units=Quantity/Days/hours etc :	
Total Cost A)=	
B)	
Service/Resource category:	
Name of proposed resource(s) (if applicable)	
PSPC security file number(s): (if applicable)	
Rate:	
Quantity/Days/hours etc	
Total Cost B)=	
Estimated cost (excluding taxes): (A+B)	
Taxes:	
Estimated travel cost	
Total estimated cost (including taxes):	



Task Authorization Example from P2P:

Shared Services Canada / Services partagés Canada

Task Authorization / Autorisations des tâches P0000

Ship to – Expéditeur à: _____

To the supplier: The contract identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the contract. Only goods or services, or both, included in the contract will be supplied in the order against the contract.

Au fournisseur: Le contrat indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans le contrat. Seuls les biens ou les services, ou les deux, inclus dans le contrat seront fournis dans l'ordre contre le contrat.

Security: The order includes security provisions.
Sécurité : La demande comprend des exigences en matière de sécurité.

No If YES, attach a SRCL to the order
Si OUI, joindre une LVERS à la demande

Vendor: _____

Issued Date Date de délivrance	Contract Start Date Date d'effet du contrat	Contract End Date Date de fin initiale du contrat	Requisition No. N° de demande	Client Reference No. (optional) N° de référence du client (facultatif)
				Contract Number / Numéro du contrat

Amendment No. N° de modification Amendment No.4								Currency/Devises CAD
Item No. No de l'article	Item Description Description de l'article	Shipping Address Adresse de livraison	Delivery Date Date de livraison	UOM UDM	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)	

Shared Services Canada / Services partagés Canada

Task Authorization / Autorisations des tâches P0000

							Net Total
							A/P HST Applicable HST - CAON
							Total

For further information, call - Pour renseignements supplémentaires, contacter:	
Name - Nom	Telephone No. - N° de téléphone
For the Minister - Pour le Ministre	



**ANNEX B
BASIS OF PAYMENT**

Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

For the purpose of this Contract, an hour is defined as 60 minutes of work, exclusive of meal breaks. Payment will be made for hours actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than an hour, the all inclusive fixed hourly rate must be prorated to reflect the actual time worked.

There is no provision for annual leave, statutory holidays and sick leave. If time worked is more or less, the all inclusive fixed rate must be prorated to reflect the actual time worked.

No.	Category of Resource	Firm Rate
1	Crew Supervisor	\$ /hourly
2	Workstation installer	\$ /hourly
3	Library installer	\$ /hourly
4	Move technician	\$ /hourly
5	Cube van including driver, acting as a move technician	\$ /hourly
6	Truck with minimum Gross Vehicle registered 6,800 kgs with or without hydraulic lift, including driver, acting as moving technician.	\$ /hourly
7	Tractor trailer, with driver, acting as moving technician	\$ /hourly
8	Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$ _____ per cubic foot, per day
9	Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$ _____ per box (including labels and tape)
10	Plastic Bin (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	\$ _____ per bin, per week (including labels and ties) \$ _____ per bin to keep bin



B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Option Period 1

No.	Category of Resource	Firm Rate
1	Crew Supervisor	\$ /hourly
2	Workstation installer	\$ /hourly
3	Library installer	\$ /hourly
4	Move technician	\$ /hourly
5	Cube van including driver, acting as a move technician	\$ /hourly
6	Truck with minimum Gross Vehicle registered 6,800 kgs with or without hydraulic lift, including driver, acting as moving technician.	\$ /hourly
7	Tractor trailer, with driver, acting as moving technician	\$ /hourly
8	Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$ _____ per cubic foot, per day
9	Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$ _____ per box (including labels and tape)
10	Plastic Bin (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	\$ _____ per bin, per week (including labels and ties) \$ _____ per bin to keep bin



B-2 Extended Contract Option Period 2

No.	Category of Resource	Firm Rate
1	Crew Supervisor	\$ /hourly
2	Workstation installer	\$ /hourly
3	Library installer	\$ /hourly
4	Move technician	\$ /hourly
5	Cube van including driver, acting as a move technician	\$ /hourly
6	Truck with minimum Gross Vehicle registered 6,800 kgs with or without hydraulic lift, including driver, acting as moving technician.	\$ /hourly
7	Tractor trailer, with driver, acting as moving technician	\$ /hourly
8	Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$ _____ per cubic foot, per day
9	Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$ _____ per box (including labels and tape)
10	Plastic Bin (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	\$ _____ per bin, per week (including labels and ties) \$ _____ per bin to keep bin



ANNEX C, SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat P2P 86759
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Shared Services Canada	2. Branch or Directorate / Direction générale ou Direction Corporate Services / SAMM	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The objective is to acquire services from a single vendor to move, dismantle, and install office equipment and furniture, and related goods/services, for SSC on an "as and when requested" basis and to obtain dedicated warehouse space in the National Capital Region (NCR).		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : _____

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
Document Number / Numéro du document : _____

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
Non Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D - ICT ACCESSIBILITY REQUIREMENTS

SSC's Role in Promoting Accessibility

The *Accessible Canada Act* is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, under federal jurisdiction, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

SSC has a role in implementing the Government of Canada's (GC) vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians and GC employees. This means that SSC is engaged in the procurement of goods and services and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the *Accessible Canada Act*. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.

SSC is committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default.

As the intention is for this initiative to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more comprehensive.